

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 93							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA119A-16-R-0288		6. SOLICITATION ISSUE DATE 10-14-2015					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Vincent Bender (vincent.bender@va.gov)				b. TELEPHONE NO. (No Collect Calls) (240) 215-0697		8. OFFER DUE DATE/LOCAL TIME 11-2-2015 at 12:00 PM EST					
9. ISSUED BY Strategic Acquisition Center - Frederick Department of Veterans Affairs 321 Ballenger Center Drive, Suite 125  Frederick MD 21703				10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		NAICS: 541618  SIZE STANDARD: \$15 Million					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS N/A		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING N/A		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP					
15. DELIVER TO See Section B.2 Statement of Work				16. ADMINISTERED BY Strategic Acquisition Center - Frederick Department of Veterans Affairs 321 Ballenger Center Drive, Suite 125  Frederick MD 21703									
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  See Section B.1 Contract Admin Data							
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE:		FAX:					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		Veteran -Directed Home and Community Based Services (VD-HCBS)  Submit all questions to Vincent Bender ( <a href="mailto:Vincent.Bender@va.gov">Vincent.Bender@va.gov</a> ) and Lora Gross ( <a href="mailto:Lora.Gross@va.gov">Lora.Gross@va.gov</a> ) by October 21, 2015 at 4:00 PM ET.  (Use Reverse and/or Attach Additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA								<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA								<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Lora Gross Contracting Officer				31c. DATE SIGNED			

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**SECTION B - CONTINUATION OF SF 1449 BLOCKS****B.1 CONTRACT ADMINISTRATION DATA**

(Continuation from Standard Form 1449, block 18A.)

1. CONTRACT ADMINISTRATION:

All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DUNS: \_\_\_\_\_

TIN: \_\_\_\_\_

CAGE: \_\_\_\_\_

b. GOVERNMENT: Contracting Officer, 0010X  
 Strategic Acquisition Center- Frederick  
 Department of Veterans Affairs  
 321 Ballenger Center Drive, Suite 125  
 Frederick MD 21703

2. CONTRACTOR REMITTANCE ADDRESS:

All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management.

☐ 52.232-36, Payment by Third Party

3. INVOICING INSTRUCTIONS:

Invoices shall be submitted in arrears:

- a. Quarterly ☐
- b. Semi-Annually ☐
- c. Other ☒ Monthly, upon delivery and acceptance by the Government in accordance with the deliverables schedule.

4. INVOICING INSTRUCTIONS:

POINTS OF CONTACTS:

Offeror POC: TBD

Veterans Affairs COR: TBD

Contracting POC: Vincent Bender, 240-215-0697, Vincent.Bender@va.gov

Payment will be made via Electronic Funds Transfer IAW FAR Part 32.905

CONTRACTOR INSTRUCTIONS

OB10/IPPS ELECTRONIC INVOICE SUBMISSION  
FSC e-INVOICE PROGRAM THRU AUSTIN PORTAL  
FSC MANDATORY ELECTRONIC INVOICE SUBMISSION FOR AUSTIN PAYMENTS

## Offeror Electronic Invoice Submission Methods:

Fax, email and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted data transmissions below.

- VA's Electronic invoice presentment and payment system-The FSC uses a third party contractor, OB10, to transition offerors from paper to electronic invoice submission. Please see OB10 contact information below to begin submitting electronic invoices, free of charge.
- A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI).
- The X12 EDI Web site (<http://www.x12.org>).

## Offeror e-invoice Set-up information:

Please contact OB10 at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center in Austin, TX for payment processing. If you have questions about the e-invoicing program or OB10, please contact the FSC at the phone number or email address listed below.

- OB10 e-Invoice setup information: 1-877-489-6135
- OB10 e-Invoice email: [VA.Registration@ob10.com](mailto:VA.Registration@ob10.com)
- FSC e-Invoice contact information: 1-877-353-9791
- FSC e-Invoice email: [vafscshd@va.gov](mailto:vafscshd@va.gov)
- <http://www.fsc.va.gov/einvoice.asp>

## COMMUNICATIONS:

- <https://www.federalregister.gov/articles/2012/11/27/2012-28612/va-acquisition-regulation-electronic-submission-of-payment-requests>
- <http://fcw.com/articles/2012/11/27/va-epayments.aspx?s=fcwdaily>
- [VAFSCFiscalSection101@va.gov](mailto:VAFSCFiscalSection101@va.gov) or you can call 512-460-5401

## B.2 PERFORMANCE WORK STATEMENT (PWS)

### 1.0 BACKGROUND

The Veterans Health Administration (VHA) Office of Geriatrics and Extended Care (GEC) is required to expand the Veteran Directed Home and Community Based Services (VD-HCBS) Program to all Department of Veterans Affairs Medical Centers (VAMC) to include development, implementation and evaluations of a VD-HCBS Program for Veterans with Traumatic Brain Injuries (TBI). The purpose of this requirement is to provide Veteran-centric services in a sustainable manner and to re-balance VHA's investment in Long Term Services and Supports (LTSS) by shifting resources from nursing homes to home and community-based services. VHA has initiated the VD-HCBS program, in conjunction with the United States Administration for Community Living, to divert at-risk individuals from nursing home care to in-home care. VAMCs evaluate Veterans who currently reside in nursing homes or are targeted for nursing home placement and are identified as candidates for transition to in-home care under the VD-HCBS program. VD-HCBS is part of the Department of Veterans Affairs (VA's) Homemaker/Home Health Aide Program, designed to provide Veterans with a trained person who can come to the Veteran's home to assist with personal care and daily living activities. A critical aspect of the program is that it is patient-directed, meaning that the Veteran may select a family member, neighbor or community member as their personal caregiver. State and local agencies become an important link between the Veteran, VA and the caregiver to provide case management, budgeting and financial services required for payroll of the caregiver. VHA has established VD-HCBS programs at 51 VAMCs. VHA requires expert assistance in developing and sustaining VD-HCBS programs across all (approximately 150) VAMCs. In addition, the companion programs for Veterans with TBI must be developed and implemented at all VAMCs. VA anticipates the national rollout will be completed by the end of fiscal year 2018.

VAMCs will partner with state and local agencies to implement this program nationwide. Each VAMC will purchase a service package from the local Aging and Disability Network Agency for Veterans. State and local agencies will provide the Veteran with:

- a. A flexible budget which the Veteran and/or representative can use to purchase home care and other services from traditional providers, family members and others in order to remain at home;
- b. A case manager/counselor to assist the Veteran in making decisions; and
- c. Financial management services to pay workers/taxes and ensure the Veteran's budget is on target.

The concept of consumer-directed care is fundamentally different from any VHA experience in health care. For this reason, VHA requires the technical assistance of the Contractor to implement this program in a competent manner. The Contractor shall evaluate state and local agencies for:

- a. Programmatic competence to implement and sustain the program;
- b. Financial competence to implement and sustain the program (e.g., to pay workers, withhold taxes, assist Veterans in budgeting, and maintain financial records);
- c. Readiness to implement; and

- d. Readiness to support the program.

The list of criteria to determine readiness will be provided by the Government. In addition, the Contractor shall provide training and technical assistance to VAMCs and Veteran Integrated Service Networks (VISNs) on the concepts and principles of sustainable participant (Veteran) directed services. Reference Attachment 2 for a graphic representation of the roles and relationships of the various parties involved.

## **2.0 APPLICABLE DOCUMENTS**

In the performance of the tasks associated with this Performance Work Statement, the Contractor shall comply with the following:

1. 44 U.S.C. § 3541, “Federal Information Security Management Act (FISMA) of 2002”
2. Federal Information Processing Standards (FIPS) Publication 140-2, “Security Requirements For Cryptographic Modules”
3. FIPS Pub 201-2, “Personal Identity Verification of Federal Employees and Contractors,” August 2013
4. VA Handbook 6500.6, “Contract Security,” March 12, 2010

## **3.0 SCOPE OF WORK**

The Contractor shall:

- a. Provide project management and oversight;
- b. Conduct analysis of state and local agency policies and procedures to determine readiness of each locality to implement the program;
- c. Advise VAMC and GEC staff when state and local agencies have met readiness requirements;
- d. Provide VAMC, GEC, VISN and Region staff with technical assistance on program design and implementation issues; and
- e. Train VAMC and VISN staff on the concepts and principles of sustainable participant (Veteran) directed services.

## **4.0 PERFORMANCE DETAILS**

### **4.1 PERFORMANCE PERIOD**

The period of performance shall be one 12-month base with two 12-month option periods. Exercise of options lies in the VA’s sole discretion and is subject to the availability of appropriated funds, a continued need of services performed, and the satisfactory performance by the Contractor.

Any work at the Government site shall not take place on Federal holidays or weekends.

### **4.2 PLACE OF PERFORMANCE**

The Contractor Program Analyst shall support this effort at the Department of Veterans Affairs Central Office (VACO), 810 Vermont Ave NW, Washington DC 20420. All other work, except travel, shall be performed at the Contractor’s location. The Contractor will require access to the VA Network.

### **4.3 TRAVEL**

The Government anticipates travel under this effort to perform the tasks associated with the effort, throughout the period of performance. Travel shall be in accordance with the FAR 31.205-46 and requires pre-approval by the Contracting Officer's Representative (COR). Contractor travel within the local commuting area (50 miles from the above referenced place of performance) will not be reimbursed.

### **5.0 SPECIFIC TASKS AND DELIVERABLES**

The Contractor shall provide all tasks and deliverables described within this PWS. All deliverables shall be submitted to the COR, in accordance with the PWS Schedule of Deliverables. Unless otherwise stipulated, written deliverables shall be phrased in plain English. Statistical and other technical terminology shall not be used without providing a glossary of terms.

The Contractor shall assign a Project Manager (CPM) to provide oversight of all contracted efforts. The CPM shall communicate with the COR on all issues related to project outcomes. The CPM shall attend the kickoff meeting in person to discuss the project approach, schedule, milestones, and points of contact.

### **5.1 PROJECT MANAGEMENT PLAN**

#### **5.1.1 Kickoff meeting:**

The CPM shall attend a kickoff meeting at the VA facility designated below, within ten business days of contract award.

Department of Veterans Affairs Central Office (VACO)  
810 Vermont Avenue Northwest  
Washington, D.C., 20420

Deliverable:

- a) Kickoff meeting minutes

#### **5.1.2 Project Management Plan:**

The Contractor shall provide a Project Management Plan (PMP) annually with updates as needed. The PMP shall describe the Contractor's plan for completing each task and deliverable. The PMP shall include the task breakdown, risks, quality and technical management approach for each deliverable.

Deliverable:

- a) Project Management Plan (PMP)

#### **5.1.3 Monthly Progress Report:**

The CPM shall provide the GPM and COR with written Monthly Progress Reports. The report shall cover all work completed during the preceding month and shall present the work to be accomplished during the subsequent month. The report shall also identify any problems that arose during the preceding month, a statement explaining how the problem was resolved or why it remains unresolved.

Deliverable:

- a) Monthly Progress Report



## 5.2 TASK 2 TRAINING

The Contractor shall develop and conduct quarterly training sessions for VISN and VAMC staff as determined by VHA staff on VD-HCBS and program sustainability. Training topics formats, and delivery methods shall be coordinated with the Government Program Manager (GPM) and will be conducted virtually. The size of the training group is anticipated to range from 50 to 300 participants with an estimated average of 125 participants per training session. Training topics may include:

- Measuring cost savings;
- Billing and Invoicing Requirements;
- Monthly Service Budgets;
- Responsibilities of Agency Counselors; and
- Person-Centered Planning.

### 5.2.1 Develop Web-Based Training Presentation Package:

For each quarterly training session, the Contractor shall develop a presentation to instruct VA personnel on various program design and implementation topics. The Contractor shall collaborate with GEC to develop training topics and plans and submit a draft for approval. The Contractor shall provide a link for the presentation to the COR.

Deliverables:

- a) Training Presentation

### 5.2.2 Provide Quarterly Training Sessions:

The Contractor shall coordinate with GEC to schedule web-based training sessions and provide instruction. The Contractor shall provide attendees with a survey to evaluate the training content and delivery, and shall tabulate, analyze and report survey results in a Training Evaluation Report to be provided to the COR and PM once per quarter. A review of results shall be conducted with the GEC during weekly meetings. The Contractor shall also provide a list of questions and answers addressed during the weekly call with GEC.

Deliverables:

- a) Attendee List, Completed Participant Surveys, and Question and Answer List
- b) Training Evaluation Report

## 5.3 TASK 3 READINESS REVIEWS

The Government will provide a list of state and local agencies in order of precedence for program implementation. The Contractor shall evaluate the Readiness Review documentation against the readiness criteria provided at Attachment 3 to include program policies, financial management policies and standard operating procedures at each state and local agency in the locations provided. The Contractor shall communicate with the state and local agencies in each location to verify each has the necessary program and financial management elements in place to administer the VD-HCBS program. The Contractor shall provide a written report on each agency's capabilities along with recommendation to proceed.

Deliverable:

- a) Two Readiness Review Reports per month
- b) Four Optional Readiness Review Reports per month

#### **5.4 TASK 4 TECHNICAL ASSISTANCE**

The Contractor shall consult with the VA staff regarding the development and implementation of the consumer-directed model of service delivery.

##### **5.4.1 Technical Assistance to GEC:**

The Contractor shall consult with VACO and GEC staff about the development and implementation for the consumer-directed model of service delivery at least weekly via e-mail and/or telephone. When exercised by the Government, the contractor shall also maintain a question and response grid of issues that arise. The meeting is anticipated to last for one hour each week. The Contractor shall also provide ad hoc reports on topical issues as requested. Ad hoc reports are anticipated to be generally three pages or less in length.

Deliverables:

- a) GEC Ad Hoc Reports - two per year
- b) Optional GEC Ad Hoc Reports - one per quarter
- c) Optional GEC Question and Response Issue Grid.

##### **5.4.2 Optional Task Technical Assistance to VAMCs, VISNs and Regions:**

The Contractor shall provide technical assistance to Region, VISN and VAMC personnel who are planning to or are currently contracting with VD-HCBS agencies. This assistance shall include concepts in:

- Participant-direction;
- TBI;
- Principles for purchasing Veteran-directed services;
- Research findings of this model;
- Business management of a participant-directed model;
- Billing and budget reconciliations; and
- General questions.

A question and response grid of issues covered shall be maintained in this area.

Deliverables:

- a) Region, VISN, VAMC Question and Response Issue Grid.

##### **5.4.3 Optional Task: TBI Program Development and Progress Report:**

The Contractor shall develop a Veteran-Directed program for Veterans with TBI applying the Readiness Review Criteria provided at Attachment 3. This will be summarized in a TBI Program Implementation Plan outlining:

- Engagement of relevant stakeholders;
- Assessment of Veteran needs;
- Available programming within and external to VA;
- Development of program procedures; and

- Development of participant training tools.

Upon GPM approval of recommendations for program development, the Contractor shall provide technical assistance in program implementation. The Contractor shall prepare a Monthly TBI Progress Report specific to TBI issues, the tools and implementation procedures developed.

Deliverable:

- TBI Program Implementation Plan
- Monthly TBI Progress Report

## 6.0 DELIVERABLES

All deliverables shall be provided to the COR and PM by the specified date: Close of Business (COB) shall represent 5pm Eastern Time (ET). All deliverables shall be delivered in electronic format as referenced in Section 6.1.

The VA shall have 15 business days to review each deliverable and provide feedback and comments. The Contractor shall have five business days to incorporate comments. A final review shall be conducted by the COR and the GEC Program Office. Delivery of the post-final review document shall incorporate comments from the final review meeting and shall constitute acceptance with COR's written approval.

PWS	TASK	DESCRIPTION	Quantity	DUE DATE
5.1.1	1	Kick off meeting minutes	1 Each	Base: Due 1 business day after the meeting
5.1.2	1	PMP	1 Each	Base and Options: Due 30 business days after award and updated as needed
5.1.3	1	Monthly Progress Report	1 per Month	Base and Options: Due to COR/PM by COB on the 10 <sup>th</sup> business day of each month
5.2.1	2	Training Presentation	1 per Quarter	Base and Options: Draft due 5 business days in advance of the quarterly training session. Final due 1 business day prior to quarterly training session

5.2.2	2	Attendee List, Completed Participant Surveys, and Question/Answer List	1 per Quarter	Base and Options: Due within 1 business day of completion of the training.
5.2.2	2	Training Evaluation Report	1 per Quarter	Base and Options: Due within 10 business days of completion of training session
5.3	3	Readiness Review Reports	2 per month	Base and Options: Due to COR/PM by COB on the 10 <sup>th</sup> business day of each month
5.3	3	Optional Readiness Review Reports	4 per month	Base and Options: Once exercised, due to COR/PM by COB on the 10 <sup>th</sup> business day of each month.
5.4.1	4	GEC Ad Hoc Reports	2 per year	Base and Options: Due within five business days of each request
5.4.1	4	Optional GEC Ad Hoc Reports	1 per quarter	Base and Options: Once exercised, due within five business days of each request.
5.4.1	4	Optional GEC Question and Response Issue Grid	1 per Month	Base and Options: Once exercised, due to COR/PM by COB on the 10 <sup>th</sup> business day of each month
5.4.2	4	Optional VAMCs, VISNs and Regions Question and Response Issue Grid	1 per Month	Base and Options: Once exercised, due to COR/PM by COB on the 10 <sup>th</sup> business day of each month
5.4.3	4	Optional TBI Program Implementation Plan	1 Each	Base and Options: Once exercised, due 30 days after award and updated as needed

5.4.3	4	Optional Monthly TBI Progress Report	1 per Month	Base and Options: Once exercised, due to COR/PM by COB on the 10 <sup>th</sup> business day of each month
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## 6.1 METHOD AND DISTRIBUTION OF DELIVERABLES

The Contractor shall deliver documentation in electronic format, unless otherwise directed in Section B of the solicitation/contract. Acceptable electronic media include: MS Word 2000/2003/2007/2010, MS Excel 2000/2003/2007/2010, MS PowerPoint 2000/2003/2007/2010, MS Project 2000/2003/2007/2010, MS Access 2000/2003/2007/2010, MS Visio 2000/2002/2003/2007/2010, AutoCAD 2002/2004/2007/2010, and Adobe Postscript Data Format (PDF).

## 7.0 GENERAL REQUIREMENTS

### 7.1 KEY PERSONNEL

Skilled experienced professional and technical personnel are essential for accomplishing the required tasks. These individuals are defined as “key personnel” and are those persons whose biographies shall be submitted and marked by the Contractor as “key personnel”. Substitutions shall only be accepted if in compliance with “substitution of key personnel” provision identified below.

- Project Lead
- Project Manager
- Program Analyst

The Contracting Officer (CO) may notify the Contractor and request immediate removal of any personnel assigned to the contract by the Contractor that are deemed to have a conflict of interest with the Government or if the performance is deemed to be unsatisfactory. Employment and staffing difficulties shall not be justification for failure to meet established schedules.

### 7.2 SUBSTITUTION OF KEY PERSONNEL

Any personnel the Contractor offers as substitutes shall have the ability and qualifications equal to or better than the key personnel that are being replaced. The Contractor shall submit a complete résumé for the proposed substitute and any other information requested by the CO needed to approve the proposed substitution. Requests for substitution or replacement shall be made within a reasonable timeframe (i.e., 14 business days for a non-emergency replacement). The COR and the CO will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing. New personnel shall not commence work until all necessary security requirements have been fulfilled and biographies accepted.

### 7.3 CONTRACTOR PERSONNEL REQUIREMENTS

The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as subcontractor efforts used in performance of this effort. The Contractor’s management responsibilities shall include all activities necessary to

ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in the PWS.

All Contractor personnel shall demonstrate knowledge of LTSS. In addition, all personnel shall also meet the specific criteria specified below:

- Knowledge of HCBS – design, organization, eligibility and financing;
- Specific knowledge of self-directed program design and operations;
- Proposed relevant personnel shall also meet the following criteria:
  - Expert knowledge of financial management for HCBS and self-directed services demonstrated through a biography capturing a minimum of six years of experience similar to that described in section 5 above; and
  - Expert knowledge in education/training demonstrated through a biography capturing or identifying a minimum of three years of experience similar to that described in section 5 above.

### **7.3.1 Program Analyst**

In addition to the specific knowledge listed above, a master's degree in any of the following: Health Profession, Business or Social Science is preferred. Personnel filling the Program Analyst position shall have three years of progressively responsible analytical, administrative, clinical management, or supervisory experience in the health care field. This work may have been performed in an operating health care facility or a higher organizational echelon with advisory or directional authority over such facilities.

Examples of related experience can include any combination of the following:

- Conducting data analyses, designing studies, and managing data;
- Knowledge of the complexities of a regional health care delivery system;
- Developing, reviewing, and evaluating reports and correspondence;
- Developing and delivering presentations using visuals and graphics;
- Conducting meetings with high level officials.

Work must have involved a close working relationship with facility managers and analysis and/or coordination of administrative, clinical, or other service activities, and provided knowledge of:

- The missions, organizations, programs, and requirements of health care delivery systems;
- The regulations and standards of various regulatory and credentialing groups; and
- Government- wide, agency, and facility systems and requirements in various administrative areas such as budget, personnel, and procurement.

In addition, the Program Analysis must:

- Be able to conduct data analysis, manage databases, and represent data visually/graphically;
- Have knowledge of the principles and practices of health care management, operations, and programs; and
- Be able to communicate effectively with people from various backgrounds.

### **7.3.2 Contractor Project Manager (CPM)**

In addition to the specific knowledge listed above (PWS Section 7.3), the CPM shall have demonstrated experience as outlined below:

He/she shall have a master's degree in any of the following: Health Profession, Business or Social Science; and five to seven years' experience planning and managing projects, organization-wide programs or initiatives. The CPM shall have knowledge and experience developing project plans – business cases, project charters, requirements, risks assessments, communication plans, change management plans, and quality control plans. The CPM shall have knowledge and experience preparing and conducting presentations for employees and management officials at all levels on the project status, deliverables, milestones, accomplishments, risks, and improvement strategies. The CPM shall have knowledge and experience with project life-cycle monitoring, cost and benefits analysis, and tracking tools such as MS Project.

### **7.3.3 Contractor Project Lead (CPL)**

The Project Lead shall have a master's degree in any of the following: Health Profession, Business or Social Science; and seven to ten years' experience planning and managing projects, organization-wide programs or initiatives. The CPL shall have knowledge and experience interpreting and applying PMBOK principles and tools. The CPL shall have extensive knowledge and experience developing project plans – business cases, project charters, requirements, risks assessments, communication plans, change management plans, and quality control plans. The CPL shall have expert knowledge and experience preparing and conducting presentations for employees and management officials at all levels on the project status, deliverables, milestones, accomplishments, risks, and improvement strategies. The CPL shall have knowledge and experience with project life-cycle monitoring, cost and benefits analysis, and tracking tools such as MS Project.

## **7.4 CHANGES TO THE PWS**

Any changes to this PWS shall be authorized and approved only through written correspondence from the CO. Costs incurred by the Contractor through the actions of parties other than the CO shall be borne by the Contractor.

## **7.5 GOVERNMENT AND CONTRACTOR RESPONSIBILITIES**

a. COR shall provide the Contractor with copies of documents that VA is required to provide, such as VHA handbooks and directives.

b. The Contractor shall request other VA documentation deemed pertinent to the work accomplishment directly from the COR. The Contractor is expected to use common knowledge and resourcefulness in securing all other reference materials, standard industry publications, and related materials that are pertinent to the work.

The Contractor shall maintain frequent communications with the Program Office and the COR to conduct work in progress reviews. Progress reports shall be delivered electronically to the COR, with an electronic courtesy copy to the Program Office.

## **7.6 PERFORMANCE METRICS**

The table below defines the Performance Standards and Acceptable Performance Levels (APL) for tasks associated with this effort.

## Quality Standards for Deliverables - Performance Measures:

Performance Objective	Performance Standard	Acceptable Performance Level
Task One: Project Management Plan (PMP) and Monthly Progress Report, PWS Sections 5.1.2 and 5.4.3	<p>The PMP shall be timely, comprehensive, thoughtful, and relevant. The PMP shall be completed within 30 calendar days of contract award.</p> <p>Monthly Progress reports will be completed and delivered by the 10th of the month or the next business day following the 10th day of the month if the 10th falls on a holiday or weekend.</p>	<p>95% of the document is completed without errors and on time 100%</p> <p>Two or fewer errors or omissions in the reports and on time 100%</p>
Task Two: Training, PWS Section 5.2	<p>Training materials are submitted on time, accurate, complete and comprehensive.</p> <p>Training surveys demonstrate quality and participant satisfaction. Minimum of one training administered each quarter, beginning in the second quarter following award. Trainings shall be developed as needed.</p>	<p>Two or fewer instances of errors or omissions and on time 100%</p> <p>85% participant satisfaction rate and on time 95%</p> <p>70% submission of complete surveys from each training session</p>
Task Three: Readiness Review, PWS Section 5.3	Readiness reviews will be completed for all new VD-HCBS sites. Reviews will be completed by the Contractor within 14 business days of submission of the final draft by site.	Accurate, complete (addressing 100% of the required readiness criteria provided on Attachment 3) and comprehensive reviews and recommendations 95% on time 100%



Task Four: Technical Assistance, PWS Section 5.4	Technical assistance is provided in a timely manner and includes delivery of products developed by the Contractor in line with a schedule agreed upon by VACO and the Contractor.	Two or fewer errors or omissions on the printed reports and on time 100%  Personnel are available for consultations within 24 hours of meeting request 90% of the time
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## 8.0 POSITION/TASK RISK DESIGNATION LEVEL(S) AND CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

Position/task risk designation level(s):

Position Sensitivity	Background Investigation (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Security Suitability Program," Appendix A)
Low	National Agency Check with Written Inquiries (NACI) A NACI is conducted by OPM and covers a 5-year period. It consists of a review of records contained in the OPM Security Investigations Index (SII) and the DOD Defense Central Investigations Index (DCII), FBI name check, FBI fingerprint check, and written inquiries to previous employers and references listed on the application for employment. In VA it is used for Non-sensitive or Low Risk positions.
Moderate	Moderate Background Investigation (MBI) A MBI is conducted by OPM and covers a 5-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check], a credit report covering a period of 5 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, law enforcement check; and a verification of the educational degree.

Position Sensitivity	Background Investigation (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Security Suitability Program," Appendix A)
High	Background Investigation (BI) A BI is conducted by OPM and covers a 10-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check report], a credit report covering a period of 10 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, spouse, neighbors, supervisor, co-workers; court records, law enforcement check, and a verification of the educational degree.

The position sensitivity and the level of background investigation commensurate with the required level of access for the following tasks within the Performance Work Statement are:

	Position Sensitivity and Background Investigation Requirements		
<u>Task Number</u>	<u>Low/NACI</u>	<u>Moderate/MBI</u>	<u>High/BI</u>
5.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The tasks identified above and the resulting Position Sensitivity and Background Investigation requirements identify, in effect, the Background Investigation requirements for Contractor individuals, based upon the tasks the particular Contractor individual will be working.

### **8.1 VA Information and Information System Security/Privacy Requirements**

The certification and accreditation requirements do not apply, and a Security Accreditation Package is not required.

#### **A. General**

All Contractors and Contractor personnel shall be subject to the same Federal security and privacy laws, regulations, standards and VA policies as VA, including the Privacy Act, 5 U.S.C. §552a, and VA personnel, regarding information and information system security. Contractors must follow policies and procedures outlined in VA Directive 6500, Information Security Program; and VA Handbook 6500.6, Contract Security which are available at: <http://www1.va.gov/vapubs> and its handbooks to ensure appropriate security controls are in place.

#### **B. Access to VA Information and VA Information Systems**

VA will supply the Contractor with the minimum logical (technical) and/or physical access to VA information and VA information systems for employees, sub-contractors: (1) to perform the services specified in the contract, (2) to perform necessary maintenance functions for electronic storage or transmission media necessary for performance of the contract, and (3) for individuals who first satisfy the same conditions, requirements, and restrictions that comparable VA employees must meet to have access to the same type of VA information.

All Contractors and subcontractors working with VA Sensitive Information are subject to the same investigative requirements as those of regular VA appointees or employees who have access to the same types of information. The level of background security investigation will be in accordance with VA Directive 0710, Handbook 0710, which are available at: <http://www1.va.gov/vapubs>, and VHA Directive 0710 and Implementation Handbook 0710.01, which are available at: <http://www1.va.gov/vhapublications/index.cfm>. Contractors are responsible for screening their employees. The following are VA's approved policy exceptions for

meeting VA background screenings/investigative requirements for certain types of Contractor personnel:

- i. Contractor personnel not accessing VA information resources, such as personnel hired to maintain the medical facility grounds, construction contracts, utility system contractors, etc.
- ii. Contractor personnel with limited and intermittent access to equipment connected to networks on which no VA sensitive information resides.
- iii. Contractor personnel with limited and intermittent access to equipment connected to networks on which limited VA sensitive information resides and with limited and intermittent access to facilities at which they are escorted.

#### C. VA Information Custodial Requirements

VA information provided to the Contractor for either the performance or administration of this contract shall only be used for those purposes. No other use is permitted without the CO's express written authorization. This clause expressly limits the Contractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d)(1). The Government shall retain the rights to all data and records produced in the execution or administration of this contract.

Prior to termination or completion of this contract, Contractor will not destroy information received from VA or gathered or created by the Contractor in the course of performing this contract without prior written approval by the CO. A Contractor destroying data on VA's behalf must do so accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, and applicable VA Records Control Schedules. All data and reports shall be transferred to VBA upon contract completion.

The Contractor shall not make copies of VA information, electronic or otherwise, except as necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor needs to be restored to an operating state.

The Contractor shall not use technologies banned in VA in meeting the requirements of the contract (e.g., Bluetooth-enabled devices).

#### D. Physical Security

If the contract requires taking VA data to a Contractor site and the data contains Personally Identifiable Information, the Contractor shall provide an independent physical security assessment of their facility to the COR prior to commencing work. General guidelines for physical security can be found in VA Directive 0730, Section 6 (Physical Security) and VA Memorandum (subj: IT Oversight & Compliance Information Physical Security Assessments) dated October 24, 2007.

## E. Training

All Contractor and subcontractor personnel requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and networks:

1. Sign and acknowledge understanding of and responsibilities for compliance with the National Rules of Behavior related to access to VA information and information systems.
2. Successfully complete VA Information Security Awareness training and annual refresher training as required.
3. Successfully complete VA Privacy Awareness training and annual refresher training as required.
4. Successfully complete any additional Information Security or Privacy training as required for VA personnel with equivalent information system access.

The Contractor shall provide to the COR a copy of the training certificates for each applicable employee within one week of the initiation of the contract and annually thereafter, as required. These online courses are located at <https://EES-Learning.net>.

Failure to complete this mandatory training within the timeframe required will be grounds for suspension or termination of all physical and/or electronic access privileges and removal from work on the contract until such time as the training is completed.

## F. Contractor Personnel Security

All contract employees who require access to the VA site(s) and/or access to VA local area network (LAN) systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Security and Investigations Center (SIC). These requirements are applicable to all subcontractor personnel requiring the same NACI Background Investigation.

The level of background security investigation will be in accordance with VA Directive 0710 dated June 4, 2010 and is available at:  
[http://www.va.gov/vapubs/viewPublication.asp?Pub\\_ID=487&FTYPE=2](http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=487&FTYPE=2).

## G. Background Investigation

The contract employee level of background investigation required for this effort is: NACI.

## H. Contractor Responsibilities

1. The Contractor shall bear the expense of obtaining background investigations or reciprocals of previous investigations held that meet or exceed the required investigation level. The cost of the background investigations is as follows: Low Risk (NACI) \$267, Moderate Risk (MBI) \$952, High Risk (BI) \$3,998 or Reciprocals \$27. VA will pay for investigations or reciprocals processed through the VA SIC and conducted by the Office of Personnel Management (OPM) in advance, however, the Contractor

shall reimburse the full cost of background investigations/reciprocals to VA within 30 days of Bill of Collections received from VA. VA shall send up to three plus one final delinquent notice to the Contractor. If the Contractor does not adhere to the Bill of Collections, future invoices may be subject to be offset by VA to recoup background investigation/reciprocal costs.

2. Immediately after contract or task order award, the Contractor must submit the completed Attachment 4 form (VBA Contractor Background Investigation Request Worksheet) to the COR to begin the background investigation process for all contract employees working on the contract, who will have access to VA facilities, VA systems, or privacy data.

3. The Contractor and Contractor point of contact (POC) will receive an email notification from SIC identifying the website link that includes detailed instructions regarding completion of the background clearance application process and what level of background was requested. Reminder notifications will be sent if the complete package is not submitted by the due date.

4. The Contractor shall prescreen all personnel who require access to VA site(s) and/or access to VA LAN systems to ensure they maintain a U.S. citizenship or Alien Registration that authorizes them to work in the U.S. and are able to read, write, speak and understand the English language.

5. Contractors who have a current favorable background investigation conducted by OPM or Defense Security Service (DSS) may be accepted through reciprocity. When a previous clearance is currently held, it does not preclude the offeror from submitting a completed Attachment 4 form to the COR immediately after contract or task order award for all contract employees working on the contract.

6. Contract performance shall not commence before SIC confirmation that it has received the Contractor's investigative documents, that they are complete, and that the investigation information has been released to OPM for scheduling of the background investigation. Once the Contractor's background investigation has been released to OPM for scheduling of the background investigation or the SIC has confirmed that the verified investigation will be reciprocated, contract performance may commence. The COR will notify and forward the Contractor a copy of the Certificate of Eligibility (form 4236) when the investigation has been favorably completed and adjudicated. The Contractor, if notified of an unfavorable adjudication by the Government, shall withdraw the employee from consideration from working under the contract. Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.

7. If the security clearance investigation is not completed prior to the start date of the contract, the contract employee may work on the contract with an initiated status while the security clearance is being processed. However, the Contractor shall be responsible for the actions of those contract and subcontract employees they provide to perform work for VA. In the event damage arises from work performed by Contractor personnel, under the auspices of the contract, the Contractor shall be responsible for resources necessary to remedy the incident.

8. Should the Contractor use a offeror other than OPM or DSS to conduct investigations, the investigative company must be certified by OPM/DSS to conduct Contractor investigations. The Offeror Cage Code number must be provided to the VA SIC, which will verify the information and conclude whether access to the Government's site(s) and/or VA LAN systems can be.

9. The investigative history for Contractor personnel working under this contract must be maintained in the databases of either OPM or the Defense Industrial Security Clearance Organization (DISCO).

#### I. Government Responsibilities

1. After the VR&E COR and EDU COR have received Attachment 4 form(s) from the Contractor, SIC will send an e-mail notification to the Contractor and their POC identifying the website link that includes detailed instructions regarding completion of the background clearance application process and what level of background was requested. SIC will also send reminder notifications to the Contractor and their POC if the complete package is not submitted by the due date.

2. Upon receipt of required investigative documents, SIC will review the investigative documents for completion and initiate the background investigation by forwarding the investigative documents to OPM to conduct the background investigation. If the investigative documents are not complete, SIC will return the package to the Contractor with corrective instructions.

3. VA will pay for investigations and reciprocals processed through the VA SIC and conducted by OPM in advance, however, the Contractor shall reimburse the full cost of background investigations/reciprocals to VA within 30 days of Bill of Collections from VA. VA shall send up to three plus one final delinquent notice to the Contractor. If the Contractor does not adhere to the Bill of Collections, future invoices may be subject to be offset by VA to recoup background investigation costs and may be considered grounds for default.

4. The COR will notify and forward the Contractor a copy of the Certificate of Eligibility (form 4236) when the investigation has been favorably completed and adjudicated. The VR&E COR and EDU COR will also notify the Contractor of an unfavorable adjudication by the Government.

#### J. Security Incident Investigation

a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The Contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the Contractor/subcontractor has access.

b. To the extent known by the Contractor/subcontractor, the Contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the Contractor/subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft or break-in or other criminal activity, the Contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The Contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The Contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

#### K. Liquidated Damages for Data Breach

a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the Contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the Contractor/subcontractor processes or maintains under this contract.

b. The Contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:



- (a) Date of occurrence;
- (b) Data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
- (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the Contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- (1) Notification;
- (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- (3) Data breach analysis;
- (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

## L. Security Controls Compliance Testing

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the Contractor under the clauses contained within the contract. With 10 working-days' notice, at the request of the government, the Contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

### **8.2 FACILITY/RESOURCE PROVISIONS**

The Government will provide office space, telephone service and system access for the program analyst authorized to work at a Government location. All procedural guides, reference materials, and program documentation for the project and other Government applications will also be provided on an as-needed basis.

Attachment 1: VAMCs with Established VD-HCBS Programs

Attachment 2: Graphic Representation of Roles and Relationships

Attachment 3: Readiness Criteria

Attachment 4: VBA Contractor Background Investigation Request Worksheet

**B.3 PRICE/COST SCHEDULE****Item Information****Anticipated Performance Period: December 1, 2015 – November 30, 2016**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	5.1 Project Management Plan Contract Period: Base POP Begin: POP End:	0.00		NSP	NSP
0001AA	5.1.1 Kickoff Meeting  Deliverable: Kickoff Meeting Minutes Contract Period: Base POP Begin: POP End:	1.00	EA		
0001BA	5.1.2 Project Management Plan  Deliverable: PMP Contract Period: Base POP Begin: POP End:	1.00	EA		
0001CA	5.1.3 Monthly Progress Report  Deliverable: Monthly Progress Report Contract Period: Base POP Begin: POP End:	12.00	MO		
0002	5.2 Training Contract Period: Base POP Begin: POP End:	0.00		NSP	NSP
0002AA	5.2.1 Develop Web-Based Training Presentation Package  Deliverable: Training Presentation Contract Period: Base POP Begin: POP End:	4.00	EA		
0002BA	5.2.2 Provide Quarterly Training Sessions	4.00	EA		

	Deliverable: Completed Participant Surveys				
	Contract Period: Base POP Begin: POP End:				
0002BB	5.2.2 Provide Quarterly Training Sessions	4.00	EA		
	Deliverable: Training Evaluation Report				
	Contract Period: Base POP Begin: POP End:				
0002BC	5.2.2 Provide Quarterly Training Sessions	4.00	EA		
	Deliverable: Attendee List				
	Contract Period: Base POP Begin: POP End:				
0002BD	5.2.2 Provide Quarterly Training Sessions	4.00	EA		
	Deliverable: Question and Answer List				
	Contract Period: Base POP Begin: POP End:				
0003	5.3 Readiness Reviews	0.00		NSP	NSP
	Contract Period: Base POP Begin: POP End:				
0003AA	5.3 Readiness Review Reports	12.00	MO		
	Deliverable: Two Readiness Review Reports per month				
	Contract Period: Base POP Begin: POP End:				
0003AB	5.3 Optional Readiness Reviews	12.00	MO		
	<b>Optional Deliverable:</b> Four Readiness Review				

	Reports per month Contract Period: Base POP Begin: POP End:				
0004	5.4 Technical Assistance Contract Period: Base POP Begin: POP End:	0.00		NSP	NSP
0004AA	5.4.1 Technical Assistance to GEC  Deliverable: GEC Ad HOC Reports Contract Period: Base POP Begin: POP End:	2.00	EA		
0004AB	5.4.1 Technical Assistance to GEC  <b>Optional Deliverable:</b> GEC Ad Hoc Reports Contract Period: Base POP Begin: POP End:	4.00	EA		
0004AC	5.4.1 Technical Assistance to GEC  <b>Optional Deliverable:</b> GEC Question and Response Issue Grid Contract Period: Base POP Begin: POP End:	12.00	MO		
0004BA	5.4.2 Technical Assistance to VAMCs, VISNs and Regions  <b>Optional Deliverable:</b> Region, VISN, CAMC Question and Response Grid. Contract Period: Base POP Begin: POP End:	12.00	MO		
0004DA	<b>Optional Task 5.4.3:</b> TBI Program Development and Progress Report  Deliverable: TBI Program	1.00	EA		

	Implementation Plan Contract Period: Base POP Begin: POP End:				
0004DA	<b>Optional Task 5.4.3:</b> TBI Program Development and Progress Report  Deliverable: Monthly TBI Progress Report Contract Period: Base POP Begin: POP End:	12.00	MO	_____	_____
0005	<b>Travel</b> Travel to be determined at time of award.	TBD		TBD	TBD
<b>Total Base Year (Base Requirements)</b>				\$ _____	
<b>Total Base Year (Optional Tasks and Deliverables)</b>				\$ _____	
<b>Total Base Year Value</b>				\$ _____	
<b>Option Year 1 Anticipated December 1, 2016 – November 30, 2017</b>					
1001	5.1 Project Management Plan Contract Period: Option 1 POP Begin: POP End:	0.00		NSP	NSP
1001BA	5.1.2 Project Management Plan  Deliverable: Project Management Plan (PMP) Contract Period: Option 1 POP Begin: POP End:	1.00	EA	_____	_____
1001CA	5.1.3 Monthly Progress Report  Deliverable: Monthly Progress Report Contract Period: Option 1 POP Begin: POP End:	12.00	MO	_____	_____
1002	5.2 Training Contract Period: Option 1 POP Begin:	0.00		NSP	NSP

POP End:					
1002AA	5.2.1 Develop Web-Based Training Presentation Package  Deliverable: Training Presentation Contract Period: Option 1 POP Begin: POP End:	4.00	EA	_____	_____
1002BA	5.2.2 Provide Quarterly Training Sessions  Deliverable: Completed Participants Surveys Contract Period: Option 1 POP Begin: POP End:	4.00	EA	_____	_____
1002BB	5.2.2 Provide Quarterly Training Sessions  Deliverable: Training Evaluation Reports Contract Period: Option 1 POP Begin: POP End:	4.00	EA	_____	_____
1002BC	5.2.2 Provide Quarterly Training Sessions  Deliverable: Attendee List Contract Period: Option 1 POP Begin: POP End:	4.00	EA	_____	_____
1002BD	5.2.2 Provide Quarterly Training Sessions  Deliverable: Question and Answer List Contract Period: Option 1 POP Begin: POP End:	4.00	EA	_____	_____
1003	5.3 Readiness Reviews Contract Period: Option 1 POP Begin: POP End:	0.00		NSP	NSP

1003AA	5.3 Readiness Reviews	12.00	MO	_____	_____
	Deliverable: Two Readiness Review Reports per month Contract Period: Option 1 POP Begin: POP End:				
1003AB	5.3 Readiness Reviews	12.00	MO	_____	_____
	<b>Optional Deliverable:</b> Readiness Review Reports Contract Period: Option 1 POP Begin: POP End:				
1004	5.4.1 Technical Assistance to GEC Contract Period: Option 1 POP Begin: POP End:	0.00		NSP	NSP
1004AA	5.4.1 Technical Assistance to GEC	2.00	EA	_____	_____
	Deliverable: GEC Ad Hoc Reports Contract Period: Option 1 POP Begin: POP End:				
1004AB	5.4.1 Technical Assistance to GEC	4.00	EA	_____	_____
	<b>Optional Deliverable:</b> GEC Ad Hoc Reports Contract Period: Option 1 POP Begin: POP End:				
1004AC	5.4.1 Technical Assistance to GEC	12.00	MO	_____	_____
	<b>Optional Deliverable:</b> GEC Question and Response Issue Grid Contract Period: Option 1 POP Begin: POP End:				
1004BA	5.4.2 Technical	12.00	MO	_____	_____



	Assistance to VAMCs, VISNs and Regions				
	<b>Optional Deliverable:</b> Region, VISN, VAMC Question and Response Issue Grid. Contract Period: Option 1 POP Begin: POP End:				
1004CA	<b>Optional Task 5.4.3:</b> TBI Program Development and Progress Report  Deliverable: TBI Program Implementation Plan Contract Period: Option 1 POP Begin: POP End:	1.00	EA		
1004DA	<b>Optional Task 5.4.3:</b> TBI Program Development and Progress Report  Deliverable: Monthly TBI Progress Report Contract Period: Option 1 POP Begin: POP End:	12.00	MO		
1005	<b>Travel</b> Travel to be determined at time of award.	TBD		TBD	TBD
<b>Total Option Year 1 (Base Requirements)</b>					\$ _____
<b>Total Option Year 1 (Optional Tasks and Deliverables)</b>					\$ _____
<b>Total Option Year 1 Value</b>					\$ _____
<b>Option Year 2 Anticipated December 1, 2017 – November 30, 2018</b>					
2001	5.1 Project Management Plan Contract Period: Option 2 POP Begin: POP End:	0.00		NSP	NSP
2001BA	5.1.2 Project Management Plan	1.00	EA		

	Deliverable: Project Management Plan (PMP) Contract Period: Option 2 POP Begin: POP End:				
2001CA	5.1.3 Monthly Progress Report  Deliverable: Monthly Progress Report Contract Period: Option 2 POP Begin: POP End:	12.00	MO		
2002	5.2 Training Contract Period: Option 2 POP Begin: POP End:	0.00		NSP	NSP
2002AA	5.2.1 Develop Web-Based Training Presentation Package  Deliverable: Training Presentation Contract Period: Option 2 POP Begin: POP End:	4.00	EA		
2002BA	5.2.2 Provide Quarterly Training Sessions  Deliverable: Completed Participant Surveys Contract Period: Option 2 POP Begin: POP End:	4.00	EA		
2002BB	5.2.2 Provide Quarterly Training Sessions  Deliverable: Training Evaluation Report Contract Period: Option 2 POP Begin: POP End:	4.00	EA		
2002BC	5.2.2 Provide Quarterly Training Sessions  Deliverable: Attendee	4.00	EA		

	List Contract Period: Option 2 POP Begin: POP End:					
2002BD	5.2.2 Provide Quarterly Training Sessions  Deliverable: Question and Answer List Contract Period: Option 2 POP Begin: POP End:	4.00	EA			
2003	5.3 Readiness Reviews Contract Period: Option 2 POP Begin: POP End:	0.00		NSP		NSP
2003AA	5.3 Readiness Reviews  Deliverable: Two Readiness Review Reports per month Contract Period: Option 2 POP Begin: POP End:	12.00	MO			
2003AB	5.3 Readiness Reviews  <b>Optional Deliverable:</b> Four Readiness Review Reports per month Contract Period: Option 2 POP Begin: POP End:	12.00	MO			
2004	5.4 Technical Assistance Contract Period: Option 2 POP Begin: POP End:	0.00		NSP		NSP
2004AA	5.4.1 Technical Assistance to GEC  Deliverable: GEC Ad Hoc Reports Contract Period: Option 2 POP Begin: POP End:	2.00	EA			

2004AB	5.4.1 Technical Assistance to GEC  <b>Optional Deliverable:</b> GEC Ad Hoc Reports Contract Period: Option 2 POP Begin: POP End:	4.00	EA	_____	_____
2004AC	5.4.1 Technical Assistance to GEC  <b>Optional Deliverable:</b> GEC Question and Response Issue Grid. Contract Period: Option 2 POP Begin: POP End:	12.00	MO	_____	_____
2004BA	5.4.2 Technical Assistance to VAMCs, VISNs and Regions  <b>Optional Deliverable:</b> Region, VISN, VAMC Question and Response Grid Contract Period: Option 2 POP Begin: POP End:	12.00	MO	_____	_____
2004CA	<b>Optional Task 5.4.3:</b> TBI Program Development and Progress Report  Deliverable: TBI Program Implementation Report Contract Period: Option 2 POP Begin: POP End:	1.00	EA	_____	_____
2004DA	<b>Optional Task 5.4.3:</b> TBI Program Development and Progress Report  Deliverable: Monthly TBI progress Report Contract Period: Option 2 POP Begin: POP End:	12.00	MO	_____	_____

2005	<b>Travel</b> Travel to be determined at time of award.	TBD	TBD	TBD
<b>Total Option Year 2 (Base Requirements)</b>			\$	_____
<b>Total Option Year 2 (Optional Tasks and Deliverables)</b>			\$	_____
<b>Total Option Year 2 Value</b>			\$	_____
			<b>GRAND TOTAL</b>	\$ _____ —

## SECTION C - CONTRACT CLAUSES

### C.1 SUBCONTRACTING PLAN--MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-9, Small Business Subcontracting Plan, and VAAR 852.219-9, VA Small Business Subcontracting Plan Minimum Requirement. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing the contractor's compliance with the plan, including reviewing the contractor's accomplishments in achieving the subcontracting goals in the plan. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting plan.

(End of Clause)

### C.2 FAR 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds

appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

### **C.3 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2015)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☒ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☒ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☒ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (OCT 2014) of 52.219-9.



- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☒ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

☐ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (41) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[] (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

[X] (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

[] (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[] (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[] (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[] (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

[] (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

[] (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

[] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless

otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (I) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

#### **C.4 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

#### **C.5 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of Clause)

**C.6 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	MAY 2015
52.232-1	PAYMENTS	APR 1984
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.242-13	BANKRUPTCY	JUL 1995

**C.7 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

**C.8 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

#### **C.9 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

#### **C.10 VAAR 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009)**

(a) This clause does not apply to small business concerns.

(b) If the offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small business concerns shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total dollars planned to be subcontracted.

(c) For a commercial plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small businesses shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total value of projected subcontracts to support the sales for the commercial plan.

(d) To be credited toward goal achievements, businesses must be verified as eligible in the Offeror Information Pages database. The contractor shall annually submit a listing of service-disabled veteran-owned small businesses and veteran-owned small businesses for which credit toward goal achievement is to be applied for the review of personnel in the Office of Small and Disadvantaged Business Utilization.

(e) The contractor may appeal any businesses determined not eligible for crediting toward goal achievements by following the procedures contained in 819.407.

(End of Clause)



**C.11 VAAR 852.219-71 VA MENTOR-PROTÉGÉ PROGRAM (DEC 2009)**

(a) Large businesses are encouraged to participate in the VA Mentor-Protégé Program for the purpose of providing developmental assistance to eligible service-disabled veteran-owned small businesses and veteran-owned small businesses to enhance the small businesses' capabilities and increase their participation as VA prime contractors and as subcontractors.

(b) The program consists of:

(1) Mentor firms, which are contractors capable of providing developmental assistance;

(2) Protégé firms, which are service-disabled veteran-owned small business concerns or veteran-owned small business concerns; and

(3) Mentor-Protégé Agreements approved by the VA Office of Small and Disadvantaged Business Utilization.

(c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform VA prime contracts and subcontracts.

(d) Large business prime contractors serving as mentors in the VA Mentor-Protégé Program are eligible for an incentive for subcontracting plan credit. VA will recognize the costs incurred by a mentor firm in providing assistance to a protégé firm and apply those costs for purposes of determining whether the mentor firm attains its subcontracting plan participation goals under a VA contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar-for-dollar basis and reported by the large business prime contractor via the Electronic Subcontracting Reporting System (eSRS).

(e) Contractors interested in participating in the program are encouraged to contact the VA Office of Small and Disadvantaged Business Utilization for more information.

(End of Clause)

**C.12 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign offerors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

**C.13 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of the place of performance. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS****D.1 ATTACHMENT 1 – VA FACILITIES WITH VD-HCBS PROGRAMS****VA Facilities with VD-HCBS Programs**

Togus ME	Manchester NH	Fayetteville AR
White River Junction VT	Boston MA	Temple TX
Bedford MA	West Haven CT	Muskogee OK
Providence RI	Albany NY	Houston TX
Syracuse NY	Lyons NJ	San Antonio TX
Philadelphia PA	Coatesville PA	Oklahoma City OK
District of Columbia	Perry Point MD	Grand Junction CO
Richmond VA	Charleston SC	Portland OR
Columbia SC	Bay Pines FL	Boise ID
Tampa FL	Gainesville FL	Seattle WA
Orlando FL	Miami FL	Honolulu HI
San Juan PR	Nashville TN	San Diego CA
Chillicothe OH	Toledo OH	Sioux Falls SD
Ann Arbor MI	Detroit MI	Saginaw MI
Battle Creek MI	Iron Mountain MI	Danville IL
North Chicago IL	Chicago IL	Marion IL
Danville IL	Milwaukee WI	Tomah WI
Saint Louis MO	Little Rock AR	

## **D.2 ATTACHMENT 2 – GRAPHIC REPRESENTATION OF ROLES AND RELATIONSHIPS**

**See attached document: PWS Attachment 2 - Graphic Representation of Roles and Relationships.**

### **D.3 ATTACHMENT 3 – READINESS REVIEW CRITERIA**

#### **Veterans Health Administration Geriatrics and Extended Care Readiness Review Criteria**

1. The agency has an understanding of and competence in person centered planning and participant direction.
2. The agency can receive and respond appropriately to referrals from the VA.
3. The agency can support a person centered planning process to develop a spending plan.
4. The agency understands and can support the Veteran's or representative's role as an employer.
5. The agency can assess risks to the Veteran as part of the planning process and develop plans to mitigate those risks, both as part of the agency's normal operating procedures and as the plans relate to the specific situation of a Veteran.
6. The agency can monitor the spending plan and the services the Veteran is receiving.
7. The agency has acquired the services of a Financial Management Service (FMS) and has an understanding of the FMS' role. (Note: There is a separate FMS Readiness Review process.)
8. The agency has a system to generate and analyze information about program quality and for ongoing program improvements.
9. The agency has the administrative capacity to operate the program.

## D.4 ATTACHMENT 4 – VA CONTRACTOR BACKGROUND INVESTIGATION REQUEST WORKSHEET

### Veterans Health Administration Geriatrics and Extended Care VA Contractor Background Investigation Request Worksheet

The following applicant is a Contract employee (Complete a Contractor Background Investigation Request Worksheet for all applicants who have access to VA facilities, systems or privacy data):

Station where applicant will work:

Station Name – City: \_\_\_\_\_ State: \_\_\_\_\_ Station #: \_\_\_\_\_

Station to be billed for clearance:

Station Name – City: \_\_\_\_\_ State: \_\_\_\_\_ Station #: \_\_\_\_\_

\*Please complete the following fields on each Contract Employee:

Applicant Name:

Last: \_\_\_\_\_ First: \_\_\_\_\_ Middle (If none (NMN)): \_\_\_\_\_

SSN: \_\_\_\_\_ DOB: \_\_\_\_\_ Email: \_\_\_\_\_

Place of Birth: City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

Contractor Occupation: \_\_\_\_\_

Do you have a clearance pending or completed with OPM? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, what level? \_\_\_\_\_

Are you asking for a low risk clearance on a foreign national? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Type of Investigation requested:

BI (High Risk): \_\_\_\_\_ MBI (Moderate Risk): \_\_\_\_\_ NACI (Low Risk): \_\_\_\_\_

Is this a security upgrade to the contract you are currently working? Yes: \_\_\_\_\_ No: \_\_\_\_\_

VA COR: \_\_\_\_\_ VA COR Phone: \_\_\_\_\_

VA COR Email: \_\_\_\_\_

Complete Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Prime Contracting Company Name: \_\_\_\_\_

Prime Contracting Company POC: \_\_\_\_\_

POC Phone: \_\_\_\_\_ POC Email: \_\_\_\_\_

Complete Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contract Title: \_\_\_\_\_

Task Order/Contract #: \_\_\_\_\_

Obligation #: \_\_\_\_\_

If you are a Sub, what is your Company Name? \_\_\_\_\_



**D.5 ATTACHMENT 5 – PAST PERFORMANCE QUESTIONNAIRE**

**Department of Veterans Affairs: VA119A-16-R-0288**

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**INFORMATION REQUEST: PAST PERFORMANCE**

The Department of Veterans Affairs is currently in the process of awarding a competitive service contract. This Questionnaire has been sent to you regarding the record of past performance under the Contract/Task Order No. listed below.

Send completed questionnaires to [Vincent.Bender@va.gov](mailto:Vincent.Bender@va.gov) and [Lora.Gross@va.gov](mailto:Lora.Gross@va.gov).

**NOTE TO CONTRACTORS:** *If the Questionnaire is provided for Subcontractors reference, the Contractor's name below must include both the Prime and Subcontractor Names.*

**PAST PERFORMANCE QUESTIONNAIRE**

Contractor's Name: \_\_\_\_\_

Subcontractor's Name (if applicable): \_\_\_\_\_

Contract/Task Order Number: \_\_\_\_\_

Name of Person Completing the Evaluation: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Title: \_\_\_\_\_

Company/Organization: \_\_\_\_\_

Please rate the contractor in each of the following areas. Note: there is room for comments where you deem remarks would be helpful to our evaluation.

- Not Applicable: N/A
- 1: Performance clearly below the contract performance standard or requirement
- 2: Performance occasionally does not meet minimum contract performance standard or requirement
- 3: Performance that meets the minimum contract performance standard or requirement
- 4: Performance that meets and occasionally exceeds the contract performance standard or requirement
- 5: Performance that almost always exceeds the contract performance standard or requirement

<b>1. Overall quality/satisfaction</b>	N/A <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
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Overall satisfaction with the Contractor's performance.

<b>2. Delivery performance</b>	N/A <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
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Delivery performance includes delivery consistency, on time performance, and flexibility in responding to emerging issues and implementing required solutions.

<b>3. Satisfaction with the quality of service delivered</b>	N/A <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
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Rate the effectiveness and applicability of the plans and strategies delivered and the actual implementation of those.

<b>4. Satisfaction with problem resolution</b>	N/A <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
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This includes the contractor's ability to solve problems, the speed in which they handle problems, and their effective delivery of resolutions.

<b>5. Satisfaction with the quality of contractor personnel</b>	N/A <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
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Rate the quality of the contractor's staff in executing the project work scope.

7. Have you issued a cure notice, show cause notice, suspension of progress payments or other letters directing the correction of a performance problem in the past 3 years?

☐ Yes    ☐ No    If Yes, please explain.

8. Have you terminated this contractor for default within the past 3 years, or are there any pending termination actions? ☐ Yes    ☐ No    If Yes, please explain.

9. Based on the contractor's overall performance, would you award them another contract?

☐ Yes ☐ No If No, please explain.

10. Have you discussed any adverse past performance problems with the Contractor and given them an opportunity to comment? ☐ Yes ☐ No Please explain.

11. Do you file past performance information in a database that the Contracting Officer may search? ☐ Yes ☐ No Please explain.

12. If the contract had options, were those options exercised? ☐ Yes ☐ No  
Please explain.

13. What was the contract period of performance (i.e., when were services provided)?

14. What was the dollar value of the contract performed by the contractor?

15. Provide a brief description of the services provided by the contractor for this contract.

Please attach any past performance database reports or other material you deem appropriate to a full understanding of the Contractor's past performance by the evaluator. Please provide information on any adverse performance by the contractor and the corrective actions taken.

## SECTION E - SOLICITATION PROVISIONS

### E.1 FAR 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

### E.2 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Provision)

**FAR**  
**Number**

**Title**

**Date**

52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	APR 2014
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	SEP 2010
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	MAR 2015

### **E.3 ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS**

#### **A. BASIS FOR AWARD**

This solicitation is being conducted using Federal Acquisition Regulation (FAR) 13.5 Simplified Acquisition Procedures, Test Program.

The Department of Veterans Affairs (VA), Strategic Acquisition Center - Frederick (SAC-F) is issuing this Request for Proposals (RFP) for the purpose of awarding a single contract. Award will be made based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the four following evaluation Factors: Past Performance, Technical Approach, Veterans Involvement, and Price. The Past Performance Factor is significantly more important than the Technical Approach Factor, which is significantly more important than the Veterans Involvement Factor. The non-Price Factors, when combined, are significantly more important than the Price Factor. To receive consideration for award, a rating of no less than "Satisfactory" must be achieved for the Technical Factor. Offerors are cautioned that award may be made to other than the lowest priced offeror, if the Government determines that a price premium is warranted due to merits of one or more of the non-price factors. The Government intends to award one contract.

#### **B. FACTORS TO BE EVALUATED**

Non-Price Factors (listed in descending order of importance):

1. PAST PERFORMANCE
2. TECHNICAL APPROACH
3. VETERANS INVOLVEMENT

Price Factor  
PRICE

#### **C. ACQUISITION APPROACH**

This will be a single award firm-fixed price contract for one 12-month base period of performance and two 12-month option periods.

## D. PROPOSAL SUBMISSION

### 1. INTRODUCTION

The offeror's proposal shall be submitted electronically by the date and time indicated in Block 8 of the SF1449 solicitation via email to the Contract Specialist, Vincent Bender ([Vincent.Bender@va.gov](mailto:Vincent.Bender@va.gov)) and Contracting Officer, Lora Gross ([Lora.Gross@va.gov](mailto:Lora.Gross@va.gov)), in the files set forth below.

Questions: Submit all questions concerning this solicitation electronically via e-mail to Vincent Bender ([Vincent.Bender@va.gov](mailto:Vincent.Bender@va.gov)) and Lora Gross ([Lora.Gross@va.gov](mailto:Lora.Gross@va.gov)) by the date and time indicated in Block 20 of the SF1449.

The offeror's proposal shall consist of five (5) volumes:

- I – Past Performance;
- II – Technical Approach;
- III – Veterans Involvement;
- IV – Price; and
- V – Offeror Representations and Certifications.

The use of hyperlinks or embedded attachments in quotes is prohibited. Offerors are warned not to wait until the last minute to submit proposals. Late proposals will not be accepted for evaluation. To avoid submission of late proposals, it is recommended that Offerors transmit proposal file 24 hours prior to the required proposal due date and time. Be advised that timeliness is determined by the date and time a Offeror's proposal is received by the Government not when an Offeror attempted transmission. Offerors are encouraged to review and ensure that sufficient bandwidth is available on the submitter's side of the transmission.

### 2. PROPOSAL FILES

Offeror's responses shall be submitted in accordance with the following instructions:

- a. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. Proposal page limitations are applicable to this procurement. The table below indicates the title and maximum page count (when applicable) for each volume of the Offeror's proposal.

Volume Number	Factor	File Name	Page Limitations
Volume I	Past Performance	Past Perf.pdf	12
Volume II	Technical Approach	Tech.pdf	12 (biographies not included)
Volume III	Veterans Involvement	Vets.pdf	None
Volume IV	Price	Price.xls/pdf/doc	None. Section B.3 Price/Cost Schedule
Volume V	Signed copy of	OfrRep.pdf	3 pages, excluding

	Solicitation SF1449, signed copy(ies) of any amendments, Certifications & Representations (FAR clause 52.212-3), and Subcontracting Plan		signature pages and Cert & Reps.
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All files will be submitted as either a Microsoft Excel (.XLS) file or an Acrobat (PDF) file or compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11" with printing on one side, only. The top, bottom, left and right margins shall be a minimum of one inch (1") each. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. Page numbers, company logos, and headers and footers may be within the page margins ONLY, and are not bound by the 12-point font requirement. Footnotes to text shall not be used. All proprietary information shall be clearly and properly marked. If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Offeror's page limitations unless otherwise indicated in the specific volume instructions below. Pages in violation of these instructions, either by exceeding the margin, font or spacing restrictions or by exceeding the total page limit for a particular volume, will not be evaluated. Pages not evaluated due to violation of the margin, font or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they come up in the print layout view.

b. **File Packaging.** All of the proposal files may be compressed (zipped) into one file entitled "proposal.zip" using WinZip version 6.2 or later version or the proposal files may be submitted individually.

c. **Content Requirements.** All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal.

The Cover Page, Table of Contents and/or a glossary of abbreviations or acronyms will not be included in the page count of the Technical Approach Volume. However, be advised that any and all information contained within any Table of Contents and/or glossary of abbreviations or acronyms submitted with an Offeror's proposal will not be evaluated by the Government.

- i. **VOLUME I – PAST PERFORMANCE.** Offerors shall submit a list of up to five contracts (including Federal, State, local government, and/or commercial) (prime contracts, task/delivery orders, and/or major subcontracts) in performance at any point during the three (3) years immediately prior to the proposal submission date, which are relevant to the efforts required by this solicitation.



Areas of relevance include the following:

- Analyzing and evaluating state and local agencies for program policies, financial management policies and standard operating procedures required to implement participant directed home health care programs;
- Delivering training that develops strategies or implementation of programs addressing participant directed home health care;
- Providing technical assistance to VA or other Federal agencies in implementing nationwide healthcare programs; and
- Providing feedback to Federal Government through monthly progress reporting and weekly verbal communication.

Data concerning the prime contractor shall be provided first, followed by each proposed major subcontractor, in alphabetical order. This volume shall be organized into the following sections:

(1) Section 1 – Contract Descriptions. This section shall include the following information:

(a) Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers).

(b) Contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, telephone and fax numbers.

(c) Technical representative/Contracting Officer's Representative (COR), and current e-mail address, telephone and fax numbers.

(d) Contract administration activity and the Administrative Contracting Officer's name, and current e-mail address, telephone and fax numbers.

(e) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers also.

(f) Contract Type (specific type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.) In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc)).

(g) Awarded price/cost.

(h) Final or projected final price/cost.

- (i) Original delivery schedule, including dates of start and completion of work.
- (j) Final or projected final, delivery schedule, including dates of start and completion of work.

(2) Section 2 - Performance. Offerors shall provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation. For any contract(s)/task order(s) that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcoming(s) and any corrective action(s) taken to avoid reoccurrence. The Offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

(3) Section 3 – Subcontracts. Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the Offeror's corporate entity and among the proposed subcontractors. The information provided for the prime Offeror and each proposed subcontractor must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed by citing the applicable Government PWS paragraph number.

(4) Section 4 – New Corporate Entities. New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.

Completed Past Performance Questionnaires (PPQs): Offeror may submit a maximum of five PPQs (Attachment 5 of the Request for Proposal). The Offeror shall distribute the PPQ found in the solicitation to a POC for each of the past performance references found in the above mentioned narrative. The Government will accept only one completed PPQ per reference and a maximum of five completed PPQs. The Offeror shall instruct the POC at the referenced entity to return a copy of the completed PPQ directly to the Contract Specialist at [Vincent Bender@va.gov](mailto:Vincent.Bender@va.gov) and the SSA/CO at [Lora.Gross@va.gov](mailto:Lora.Gross@va.gov) NO LATER THAN THE CLOSING DATE OF THE SOLICITATION (inclusive of any closing date extensions granted via amendment).

If the Offeror has no relevant past performance, it shall affirmatively state that it possesses no relevant past performance.

Under no circumstances shall any pricing (for this contract) be included in the Proposal Volume I.

ii. **VOLUME II –TECHNICAL APPROACH.** Offerors shall propose a detailed approach that at a minimum addresses the following areas listed in descending order of importance:

- 1) The Technical Approach shall address all requirements appearing in the PWS and:
  - a. Include a description of the methodologies used to determine readiness;
  - b. Demonstrates thoroughness and creativity as to assessing and evaluating a state or local agency's program policies, financial management policies and standard operating procedures required to implement participant directed home health care programs including TBI programs; and
  - c. Address potential risks and mitigation plans.
- 2) Provide evidence of experience in specific methods and techniques for completing each discrete task, including implementation, transition, and customer service.
- 3) Include a Quality Assurance Plan identifying the quality standard that the offeror intends to implement to ensure the quality control of the proposed approach. Describe the Quality Control program by listing and describing the most significant elements of the program as they relate to the proposed approach.
- 4) Provide a staffing and retention plan to demonstrate contract start-up to ensure timely commencement of services with qualified employees and ongoing administration.
- 5) Key Personnel Biographies: Offerors shall submit biographies for key personnel identified in Section 7.1 of the PWS. The Offeror shall address personnel qualifications, availability, training and experience. Biographies should demonstrate that the proposed personnel meet minimum experience and education qualifications identified in the PWS. Biographies that demonstrate qualifications exceeding the minimum requirements may enhance the offeror's approach and be rated more favorably, particularly in the areas of:
  - a) Specific knowledge of self-directed program design and operations;\ and;
  - b) Expert knowledge of financial management for HCBS and self-directed services.
- 6) A proposed Project Management Plan (PMP) shall be submitted, that includes scheduled activities for each task, for the first year of contract performance. PMP pages are included in page count.

Under no circumstances shall any pricing be included in the Proposal Volume II.

### iii. **VOLUME III– VETERANS INVOLVEMENT.**

The order of preference will be:

- a) Verified Service-Disabled Veteran-Owned Small Business (SDVOSB); then,
  - b) Verified Veteran-Owned Small Business (VOSB); and then,
  - c) Non-Veteran Owned Businesses subcontracting the required percentage to verified SDVOSB/ VOSB concerns.
- 1) Substantiating documents such as teaming agreements must be submitted with the offer. To receive credit as an SDVOSB or VOSB, an Offeror must be registered in System for Award Management (SAM) as required by 48 CFR Subpart 4.11, must meet the small business size standards for NAICS 541618 and must be verified by CVE as demonstrated through a search of the Offeror Information Pages at [www.vip.vetbiz.gov](http://www.vip.vetbiz.gov).
  - 2) Non-Veteran Owned Offerors must state in their proposals the names of the verified SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered in SAM as required by 48 CFR Subpart 4.11, and verified by CVE.
  - 3) To the maximum extent feasible, the contractor and any subcontractors shall comply with VA's VOSB, SDVOSB, socioeconomic, and other small business goals, including, but not limited to, 38 U.S.C. §8127.
  - 4) The Offeror shall agree, if awarded a contract, to use the verified SDVOSB or VOSBs proposed as subcontractors or to substitute one or more verified SDVOSBs or VOSBs for subcontract work of the same or similar value.
  - 5) VA will assign evaluation credit for an Offeror (prime contractor) that is an SDVOSB or VOSB. Non-Veteran owned small businesses that subcontract 7% or more of the contract value to a SDVOSB or 10% or more of the contract value to VOSB will also receive evaluation credit.

### iv. **VOLUME IV - PRICE FACTOR.**

The Offeror shall complete the Pricing Schedule (B.3 PRICE SCHEDULE) of the RFP. Offeror must propose pricing for each line item for all contract years. For any items that will be not separately priced, note such with "NSP". Note that travel will be priced as a not-to-exceed amount, provided by the Government at time of award.

Price Rounding Issue - The Government requires Offerors to propose unit prices and total prices that are two decimal places and requires the unit prices and total prices to be displayed as two decimal places. Ensure that the two

digit unit price multiplied by the item quantity equals the two digit total item price (there should be no rounding).

v. **VOLUME V - SOLICITATION, AMENDMENTS, CERTIFICATIONS/REPRESENTATIONS (FAR 52.212-3) AND SUBCONTRACTING PLAN.**

Offerors shall submit administrative information, including a cover letter and representations and certifications. For all large businesses submitting a response to the RFP, the administrative information volume shall include the offeror's proposed Subcontracting Plan, which shall include a listing of the percentage of the total contract value that is targeted to be subcontracted to small businesses. The plan shall, at a minimum, include the percentage proposed for each small business type (i.e., SDVOSB, VOSB, HUBzone, Small Disadvantaged Business, Women Owned Small Business, and Small Business) as a percentage of the entire contract value. All administrative information submitted shall conform to the formatting outlined above and shall not exceed the page limit outlined above.

The cover letter shall include all the information required by FAR 52.212-1 signed by an individual authorized to commit the company to the proposal. The cover letter shall identify the number and description of the proposals being transmitted. The cover letter shall reference the solicitation number and acknowledge that it transmits an offer in response to the solicitation. It shall state:

- Duns Number;
- Taxpayer Identification Number (TIN);
- Proposal bid acceptance date – the number of days proposals remain valid after submission (120 days minimum),
- Names, telephone numbers, and email addresses of persons authorized to conduct negotiations, as well as the name of the official authorized to bind the Offeror's organization shall be clearly identified; and
- Statement that the Offeror represents, by submitting the offer, that there is no Organizational Conflict of Interest (for the prime or any known team member/Subcontractor) that would preclude the Government from awarding the Offeror the contract, and no Organizational Conflict of Interest, which would preclude the Offeror, including any and all team members, from performing the contract without a mitigation plan. If an Organizational Conflict of Interest exists, the Offeror shall clearly detail the Conflict of Interest in its proposal and propose a detailed risk mitigation plan for how the Offeror can successfully manage the risks inherent to the Organizational Conflict of Interest. The mitigation plan will be evaluated by the Government in order to determine whether the Offeror may be considered for award.

Certifications and Representations - An authorized official of the firm shall sign the SF 1449 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission. This Volume shall contain the following:

- a) Solicitation Section A – Standard Form (SF1449) and Acknowledgement of Amendments, if any;
- b) Any proposed terms and conditions and/or assumptions upon which the proposal is predicated; and
- c) Completed *Offerors Representations and Certifications-Commercial Items* (see provision 52.212-3).

Offerors are hereby advised that any Offeror-imposed terms and conditions and/or assumptions which deviate from the Government's material terms and conditions established by the Solicitation, may render the Offeror's proposal Unacceptable, and thus ineligible for award.

## **E. EVALUATION CRITERIA**

All proposals shall be subject to evaluation by a team of Government personnel. The Government reserves the right to award without discussions based upon the initial evaluation of proposals. The proposal will be evaluated strictly in accordance with its written content. Proposals which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Offerors that fail to appropriately and completely address the minimum requirements of the solicitation will be found nonresponsive and thus, ineligible for award.

### **1. PAST PERFORMANCE EVALUATION**

The Past Performance evaluation will assess the relative risks associated with a Offeror's likelihood of success in fulfilling the solicitation's requirements as indicated by that Offeror's record of past performance. In this context, "Offeror" refers to the proposed prime contractor and all proposed subcontractor(s). The prime contractor and proposed subcontractor(s) will be assessed individually and the results will then be assessed in their totality to derive the Offeror's Past Performance rating.

The Government will conduct a performance risk assessment based on the quality, relevancy, and recency of the Offeror's past performance, as well as that of its major subcontractors, as it relates to the probability of successful accomplishment of the required effort. Offerors are cautioned that the Government may review available past performance data available in the Past Performance Information Retrieval System (PPIRS). The Government reserves the right to obtain past performance information from any available source and may contact customers other than those identified by the Offeror when evaluating past performance. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offerors to explain the relevance of the data provided. Offerors are reminded that the burden of proving low performance risk rests with the Offerors.

The Past Performance Approach will be evaluated based on the narrative, Past Performance Questionnaires (PPQs), Attachment 5 and other Government sources for quality, timeliness, and relevance (i.e., experience in providing services similar in size, scope, and/or complexity as described in the PWS). The Government will make

determination of relevance (areas of relevance are defined in PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS above). If no past performance information is readily available (FAR 15.306(a) (2) (iv)), the Offeror's past performance will be evaluated as Neutral.

**2. TECHNICAL APPROACH EVALUATION.** The evaluation process will consider the following:

- a. Offeror's Understanding of the Work - The proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting and/or exceeding the requirements presented in the solicitation and the extent to which uncertainties are identified and resolutions proposed. A proposal which merely restates the requirement or states that the requirement will be met, without providing supporting rationale, will be rated Unsatisfactory.
- b. Feasibility of the Offeror's Approach - The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the level of confidence provided the Government with respect to the Offeror's methods and approach in successfully meeting and/or exceeding the requirements in a timely manner. The allocation of labor hours and labor categories proposed will be evaluated for feasibility. Additionally, the biographies of the key personnel will be evaluated to ensure that they meet the minimum qualifications stated in Section 7.1 of the PWS and demonstrate experience consistent with the requirements of the PWS. Biographies that demonstrate qualifications exceeding the minimum requirements may enhance the offeror's approach and be rated more favorably, particularly in the areas of:
  - a) Specific knowledge of self-directed program design and operations; and
  - b) Expert knowledge of financial management for HCBS and self-directed services.
- c. Completeness of Offeror's Approach - The proposal will be evaluated to determine whether the Offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation. The proposal will be evaluated to determine the extent to which each requirement has been addressed in accordance with the proposal submission instructions of the solicitation.
- d. Risk relative to the technical approach is evaluated as part of the Technical Approach evaluation to ascertain the degree of risk associated with the contractor's proposed approach and the likelihood of success.

**3. VETERANS INVOLVEMENT EVALUATION.**

In accordance with VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business (VOSB) Evaluation Factors, the Government will assign full

evaluation credit for an Offeror (prime contractor) which is a Center for Verification and Evaluation (CVE) registered and verified Service-Disabled Veteran-Owned Small Business (SDVOSB) and partial credit for a verified VOSB prime offeror. Non-SDVOSB/VOSB offerors proposing to subcontract 7% or more of the contract value to a verified SDVOSB concern or 10% or more of the contract value to a verified VOSB concern will receive some evaluation credit. Note that in order to receive credit under this evaluation factor, prime contractor SDVOSBs and/or VOSBs or proposed subcontractor SDVOSBs and/or VOSBs must be registered in SAM, the offeror Information Pages (VIP) at <http://www.vip.vetbiz.gov/>, and verified by the CVE at the time of award.

#### **4. PRICE EVALUATION.**

The Government will evaluate price reasonableness using price analysis techniques as prescribed in FAR 15.404-1(b). Price will not be evaluated adjectivally or assigned a score. The Government will evaluate offers by adding the total of all line item prices, including all options. The Government will also evaluate price reasonableness for the utilization of FAR 52.217-8.

FAR Clause 52.217-8 Option to Extend Services. As part of price evaluation, the Government will evaluate its option to extend services (FAR Clause 52.217-8 – Option to Extend Services) by adding one-half of the offeror's final option period prices to the offeror's total price. Thus, the offeror's total price for the purpose of evaluation will include the base period, 1<sup>st</sup> option, 2<sup>nd</sup> option, and one-half of the 2<sup>nd</sup> option. Offerors are required only to price the base and two options. Offerors shall not submit a price for the potential on-half year extension of services period.

Unbalanced Pricing - The Government may evaluate whether the offeror has submitted unbalanced pricing. An unbalanced price is one where the price of one or more contract line items is significantly overstated or understated and which will result in the Government paying an unreasonably high price for contract performance or otherwise present an unacceptable level of risk to the Government. If the Contracting Officer determines that the risk is unacceptable, then the offer can be rejected.

#### **E.4 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (MAR 2015)**

The offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (p) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled



by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint

venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

## Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

## Canadian End Products:

Line Item No.

_____
_____
_____

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

## Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]



(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The

offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product    Listed Countries of Origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

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Immediate owner legal name:

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*(Do not use a “doing business as” name)*

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

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Highest-level owner legal name:

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*(Do not use a “doing business as” name)*

(End of Provision)

#### **E.5 FAR 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)**

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of

the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does ☐ does not ☐ have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have ☐ have not ☐ been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

## **E.6 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(a) *Definitions.* As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal



contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
  - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
  - (iii) In an administrative proceeding, a finding of fault and liability that results in—
    - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
    - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
  - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

#### **E.7 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that—

- (a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It [ ] has, [ ] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

#### **E.8 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that—

- (a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [ ] has not previously had

contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

#### **E.9 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Lora Gross

Hand-Carried Address:

Department of Veterans Affairs  
Strategic Acquisition Center – Frederick  
321 Ballenger Center Drive, Suite 125  
Frederick MD 21703

Mailing Address:

Department of Veterans Affairs  
Acquisition Operations Service (049A3)  
810 Vermont Avenue  
Washington DC 20420

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

#### **E.10 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)**

(a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the offeror's performance of work under the contract may provide the contractor with an unfair competitive advantage. The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.

(b) The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

(c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would warrant disqualifying the contractor for award of the contract unless the organizational conflict of interest can be mitigated to the contracting officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the contracting officer finds that it is in the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with FAR 9.503 and 48 CFR 809.503.

(d) Nondisclosure or misrepresentation of actual or potential organizational conflicts of interest at the time of the offer, or arising as a result of a modification to the contract, may result in the termination of the contract at no expense to the Government.

(End of Provision)

#### **E.11 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)**

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Offeror Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Provision)

#### **E.12 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

#### **E.13 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,  
Risk Management Team, Department of Veterans Affairs  
810 Vermont Avenue, N.W.  
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management  
811 Vermont Avenue, N.W.  
Washington, DC 20420

#### **E.14 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be

performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

**E.15 VAAR 852.273-70 LATE OFFERS (JAN 2003)**

This provision replaces paragraph (f) of FAR provision 52.212-1. Offers or modifications of offers received after the time set forth in a request for quotations or request for proposals may be considered, at the discretion of the contracting officer, if determined to be in the best interest of the Government. Late bids submitted in response to an invitation for bid (IFB) will not be considered.

(End of Provision)